

**DEPARTMENT OF  
CANNABIS REGULATION**

CANNABIS REGULATION  
COMMISSION

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**CITY OF LOS ANGELES  
CALIFORNIA**



ERIC GARCETTI  
MAYOR

**EXECUTIVE OFFICES**  
221 N. FIGUEROA STREET, SUITE 1245  
LOS ANGELES, CA 90012  
(213) 978-0738

CAT PACKER  
EXECUTIVE DIRECTOR

MICHELLE GARAKIAN  
ASSISTANT EXECUTIVE DIRECTOR

JASON KILLEEN  
ASSISTANT EXECUTIVE DIRECTOR

<http://cannabis.lacity.org>

April 27, 2021

Honorable Members of the City Council  
City of Los Angeles  
City Hall, Room 395  
Los Angeles, California 90012

Attention: Planning and Land Use Management Committee

**REQUEST TO AUTHORIZE THE EXECUTIVE DIRECTOR OF THE DEPARTMENT OF CANNABIS  
REGULATION TO ACT ON BEHALF OF THE CITY OF LOS ANGELES IN RELATIVE TO  
ITS SUBMISSION OF A GRANT PROPOSAL**

Dear Honorable Members:

The Los Angeles Department of Cannabis Regulation (DCR) seeks authorization to allow its Executive Director to act on behalf of the City of Los Angeles to submit a grant proposal, including any amendments thereof, and execute the Grant Agreement for a Proposition 64 Public Health and Safety Grant administered by the Board of State and Community Corrections (BSCC).

**RECOMMENDATION:**

Adopt the Grant resolution (Attachment 1) authorizing the Executive Officer of the Department of Cannabis Regulation of the City of Los Angeles to submit, including any amendments thereof and execute, on behalf of the City of Los Angeles the Grant Agreement BSCC 951-21 (Attachment 2) with the Board of State and Community Corrections for a period beginning May 1, 2021 to October 31, 2024.

If you have any questions, please contact Rocky Wiles, Compliance and Operations Manager at (213) 978-0738.

Sincerely,

CAT PACKER  
Executive Director  
Department of Cannabis Regulation

**Resolution**

WHEREAS the City of Los Angeles desires to participate in the Proposition 64 Public Health and Safety Grant Program funded through the California State and Local Government Law Enforcement Account and administered by the Board of State and Community Corrections (hereafter referred to as the BSCC);

NOW, THEREFORE, BE IT RESOLVED that the Executive Director of the Department of Cannabis Regulation be authorized on behalf of the City of Los Angeles to submit the grant proposal for this funding and sign the Grant Agreement with the BSCC, including any amendments thereof;

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body;

BE IT FURTHER RESOLVED that the City of Los Angeles agrees to abide by the terms and conditions of the Grant Agreement as set forth by the BSCC.

Passed, approved, and adopted by the Los Angeles City Council in a meeting thereof held on (insert date) by the following:

Ayes:

Noes:

Absent:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_

ATTEST: Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_

**STANDARD AGREEMENT**

STD 213 (Rev 03/2019)

AGREEMENT NUMBER

**BSCC 951-21**

PURCHASING AUTHORITY NUMBER (If Applicable)

**BSCC-5227****1. This Agreement is entered into between the Contracting Agency and the Contractor named below:**

CONTRACTING AGENCY NAME

**BOARD OF STATE AND COMMUNITY CORRECTIONS**

CONTRACTOR NAME

**CITY OF LOS ANGELES****2. The term of this Agreement is:**

START DATE

**MAY 1, 2021**

THROUGH END DATE

**OCTOBER 31, 2024****3. The maximum amount of this Agreement is:****\$1,000,000.00****4. The parties agree to comply with the terms and conditions of the following exhibits, attachments, and appendices which are by this reference made a part of the Agreement.**

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	4
Attachment 1*	Proposition 64 Public Health & Safety (Prop 64 PH&S) Grant Request for Proposals	*
Attachment 2	Prop 64 PH&S Grant Proposal	21
Appendix A	Prop 64 PH&S Scoring Panel	1
Appendix K	Criteria for Non-Governmental Organization's Receiving BSCC Funds	N/A

\* This item is hereby incorporated by reference and can be viewed at:

<http://www.bscc.ca.gov/proposition-64-public-health-safety-grant-program/>**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

**CITY OF LOS ANGELES**

CONTRACTOR BUSINESS ADDRESS

221 North Figueroa St., Suite 1245

CITY

Los Angeles

STATE

CA

ZIP

90012

PRINTED NAME OF PERSON SIGNING

CAT PACKER

TITLE

Executive Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

**BOARD OF STATE AND COMMUNITY CORRECTIONS**

CONTRACTING AGENCY ADDRESS

2590 Venture Oaks Way, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

RICARDO GOODRIDGE

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED



## EXHIBIT A: SCOPE OF WORK

### 1. GRANT AGREEMENT–PROPOSITION 64 PUBLIC HEALTH AND SAFETY GRANT COHORT 2

This Grant Agreement is between the State of California, Board of State and Community Corrections (hereafter referred to as BSCC) and the City of Los Angeles (hereafter referred to as the Grantee or Contractor).

### 2. PROJECT SUMMARY AND ADMINISTRATION

- A. The Fiscal Year 2020-21 State Budget includes funding in the amount of \$51,788,690 for local assistance grants for the Proposition 64 Public Health and Safety (Prop 64 PH&S) Cohort 2 Grant Program, to be administered by the BSCC.

The purpose of this grant program is to fund projects that assist with law enforcement efforts, fire protection efforts, or other local projects addressing public health and safety associated with the implementation of the Control, Regulate and Tax Adult Use of Marijuana Act (AUMA).

- B. Grantee agrees to administer the project in accordance with Attachment 1: Prop 64 PH&S Grant Program Cohort 2 Request for Proposals (incorporated by reference) and Attachment 2: Grant Proposal, which are attached and hereto and made part of this agreement.

### 3. PROJECT OFFICIALS

- A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or regarding the interpretation, performance, or payment for work performed under this Grant Agreement.

- B. The Grantee's project officials shall be those identified as follows:

**Authorized Officer** with legal authority to sign:

Name: Cat Packer  
Title: Executive Director  
Address: 221 North Figueroa St., Suite 1245, Los Angeles, CA 90012  
Phone: 213-978-0738

**Designated Financial Officer** authorized to receive warrants:

Name: Olanrewaju Abiose  
Title: Senior Accountant  
Address: 221 North Figueroa St., Suite 1245, Los Angeles, CA 90012  
Phone: 213-847-3529  
Email: Olanrewaju.abiose@lacity.org

**Project Director** authorized to administer the project:

Name: Rocky Wiles  
Title: Compliance & Operations Manager  
Address: 221 North Figueroa St., Suite 1245, Los Angeles, CA 90012  
Phone: 213-978-7176  
Email: rocky.wiles@lacity.org

- C. Either party may change its project representatives upon written notice to the other party.
- D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.

## EXHIBIT A: SCOPE OF WORK

### 4. DATA COLLECTION

Grantees will be required to comply with all data collection and reporting requirements as described in Attachment 1: Prop 64 PH&S Grant Program Cohort 2 Request for Proposals and Attachment 2: Grant Proposal.

### 5. REPORTING REQUIREMENTS

A. Grantee will submit quarterly progress reports in a format prescribed by the BSCC. These reports, which will describe progress made on program objectives and include required data, shall be submitted according to the following schedule:

#### Quarterly Progress Report Periods

1. May 1, 2021 to June 30, 2021
2. July 1, 2021 to September 30, 2021
3. October 1, 2021 to December 31, 2021
4. January 1, 2022 to March 31, 2022
5. April 1, 2022 to June 30, 2022
6. July 1, 2022 to September 30, 2022
7. October 1, 2022 to December 31, 2022
8. January 1, 2023 to March 31, 2023
9. April 1, 2023 to June 30, 2023
10. July 1, 2023 to September 30, 2023
11. October 1, 2023 to December 31, 2023
12. January 1, 2024 to March 31, 2024
13. April 1, 2024 to April 30, 2024

#### Due no later than:

August 15, 2021  
November 15, 2021  
February 15, 2022  
May 15, 2022  
August 15, 2022  
November 15, 2022  
February 15, 2023  
May 15, 2023  
August 15, 2023  
November 15, 2023  
February 15, 2024  
May 15, 2024  
June 15, 2024

**Note:** Project activity period ends April 30, 2024. The period of May 1, 2024 to October 31, 2024 is for completion of Final Local Evaluation Report and the financial audit only.

#### B. Evaluation Documents

1. Local Evaluation Plan
2. Final Local Evaluation Report

#### Due no later than:

August 1, 2021  
October 31, 2024

#### C. Other

Financial Audit

#### Due no later than:

October 31, 2024

### 6. PROJECT RECORDS

- A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records and required reports.
- B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records and narrative reports.
- C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also required for all subcontractors and consultants.

## **EXHIBIT A: SCOPE OF WORK**

- D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.
- E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.
- F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

### **7. CONFLICT OF INTEREST**

- A. Existing law prohibits any grantee, subgrantee, partner or like party who participated on the Prop 64 PH&S Scoring Panel (see Contract Appendix A) from receiving funds from the Prop 64 PH&S Cohort 2 grants awarded under this RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the Prop 64 PH&S Scoring Panel membership roster (see Contract Appendix A) and ensuring that no grant dollars are passed through to any entity represented by the members of the Prop 64 PH&S Scoring Panel.
- B. In cases of an actual conflict of interest with a Scoring Panel member, the Board may revoke the grant award and legal consequences could exist for the parties involved, including, but not limited to, repayment of the grant award.

### **8. FINANCIAL AUDIT**

Grantees are required to provide the BSCC with a financial audit no later than the end of the contract term, October 31, 2024. The financial audit shall be performed by a Certified Public Accountant or a participating county or city auditor that is organizationally independent from the participating county's or city's project financial management functions. Expenses for this final audit may be reimbursed for actual costs up to \$25,000.

## EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

### 1. INVOICING AND PAYMENTS

- A. The Grantee shall be paid quarterly in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the invoicing period.

**Quarterly Invoicing Periods:**

1. May 1, 2021 to June 30, 2021
2. July 1, 2021 to September 30, 2021
3. October 1, 2021 to December 31, 2021
4. January 1, 2022 to March 31, 2022
5. April 1, 2022 to June 30, 2022
6. July 1, 2022 to September 30, 2022
7. October 1, 2022 to December 31, 2022
8. January 1, 2023 to March 31, 2023
9. April 1, 2023 to June 30, 2023
10. July 1, 2023 to September 30, 2023
11. October 1, 2023 to December 31, 2023
12. January 1, 2024 to March 31, 2024
13. April 1, 2024 to April 30, 2024

**Due no later than:**

- August 15, 2021  
November 15, 2021  
February 15, 2021  
May 15, 2021  
August 15, 2022  
November 15, 2022  
February 15, 2023  
May 15, 2023  
August 15, 2023  
November 15, 2023  
February 15, 2024  
May 15, 2024  
June 15, 2024

**Final Invoicing Periods\*:**

14. May 1, 2024 to June 30, 2024
15. July 1, 2024 to October 31, 2024

**Due no later than:**

- August 15, 2024  
December 15, 2024

*\*Note: Only expenditures associated with completion of the Final Local Evaluation Report and the financial audit may be included on these last two invoices.*

- B. All project expenditures (excluding costs associated with the completion of the Final Local Evaluation Report and the financial audit) must be incurred by the end of the grant project period, April 30, 2024, and included on the invoice due June 15, 2024. Project expenditures incurred after April 30, 2024 will not be reimbursed.
- C. The Final Local Evaluation Report is due to BSCC by October 31, 2024. Expenditures incurred solely for the completion of the Final Local Evaluation Report during the period of May 1, 2024 to October 31, 2024 must be submitted on the invoice due December 15, 2024. Supporting fiscal documentation will be required for all expenditures claimed during the Final Invoicing Periods and must be submitted with your final invoice due no later than December 15, 2024.
- D. The financial audit is due to BSCC by October 31, 2024. Expenditures incurred solely for the completion of the financial audit during the period of May 1, 2024 to October 31, 2024 must be submitted on the invoice due December 15, 2024. Supporting fiscal documentation will be required for all expenditures claimed during the Final Invoicing Periods and must be submitted with your final invoice due no later than December 15, 2024.
- E. Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.
- F. Upon the BSCC's request, supporting documentation must be submitted for project expenditures. Grantees are required to maintain supporting documentation for all expenditures on the project site for the life of the grant and make it readily available for review during BSCC site visits. See Exhibit A. Scope of Work, Item 6. Project Records.

## **EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS**

### **2. GRANT AMOUNT AND LIMITATION**

- A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC, and the State of California on account of project costs that may exceed the sum of the grant award.
- B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement.

### **3. BUDGET CONTINGENCY CLAUSE**

- A. This grant agreement is valid and enforceable only if sufficient funds are made available through the Proposition 64 Initiative (the Control, Regulate and Tax Adult Use of Marijuana Act) via the State and Local Government Law Enforcement Account. On or before July 15<sup>th</sup> of each fiscal year, the State Controller shall deposit funds derived from Proposition 64 taxes into the State and Local Government Law Enforcement Account pursuant to Revenue and Taxation Code section 34019, subdivision (f)(3). The grantee agrees that the BSCC's obligation to pay any sum to the grantee under any provision of this agreement is contingent upon the availability of sufficient funding made available to the BSCC pursuant to Revenue and Taxation Code section 34019, subdivision (f)(3)(C).
- B. If Prop 64 PH&S funding is reduced or falls below estimates contained within the Prop 64 PH&S Request for Proposals Cohort 2, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.
- C. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

### **4. PROJECT COSTS**

- A. Grantee is responsible for ensuring that actual expenditures are for eligible project costs. "Eligible" and "ineligible" project costs are set forth in the July 2020 BSCC Grant Administration Guide, which can be found under Quick Links here:

[https://www.bscc.ca.gov/s\\_correctionsplanningandprograms/](https://www.bscc.ca.gov/s_correctionsplanningandprograms/)

The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.

- B. Grantee is responsible for ensuring that invoices submitted to the BSCC claim actual expenditures for eligible project costs.
- C. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.



## **EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS**

- D. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

### **5. PROMPT PAYMENT CLAUSE**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

### **6. WITHHOLDING OF GRANT DISBURSEMENTS**

- A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- B. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC may withhold that amount as security, to be released to the Grantee upon compliance with all grant provisions, including:
- 1) submittal and approval of the final invoice;
  - 2) submittal and approval of the final progress report; and
  - 3) submittal and approval of any additional required reports, including but not limited to the Final Local Evaluation Report and the financial audit.
- C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.
- D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

## EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

### 7. PROJECT BUDGET

BUDGET LINE ITEMS	GRANT FUNDS
1. Salaries and Benefits	\$ 53,500
2. Services and Supplies	\$ 1,000
3. Professional Services	\$ 844,500
4. Non-Governmental Organizations (NGO) Contracts	\$ 0
5. Indirect Costs / Administrative Overhead (may not exceed 10% of grant award)	\$ 0
6. Equipment / Fixed Assets	\$ 0
7. Data Collection / Enhancement	\$ 100,000
8. Program Evaluation	\$ 0
9. Sustainability Planning	\$ 0
10. Other (include travel & training costs)	\$ 1,000
11. Financial Audit	\$ 0
<b>TOTAL</b>	<b>\$ 1,000,000</b>

## **EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)**

- 1. APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
- 2. AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
- 3. ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
- 4. AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
- 5. INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
- 6. DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
- 7. TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
- 8. INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
- 9. RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
- 10. NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic

## EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

- 11. CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document [CCC 04/2017](#) are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
- 12. TIMELINESS:** Time is of the essence in this Agreement.
- 13. COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
- 14. GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
- 15. ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
  - A. The Government Code Chapter on Antitrust claims contains the following definitions:
    - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
    - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
  - B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective

## **EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)**

at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

- C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

**16. CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

**17. UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

**18. PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

### **19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual

## **EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)**

percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

- 20. LOSS LEADER:** If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

## **EXHIBIT D: SPECIAL TERMS AND CONDITIONS**

### **1. GRANTEE'S GENERAL RESPONSIBILITY**

- D. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC are solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict the Grantee's responsibility.
- E. Grantee is responsible for the performance of all project activities identified in Attachment 1: Prop 64 PH&S Cohort 2 Request for Proposals and Attachment 2: Grant Proposal/Application for Funding.
- F. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

### **2. GRANTEE ASSURANCES AND COMMITMENTS**

#### **A. Compliance with Laws and Regulations**

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.

#### **B. Fulfillment of Assurances and Declarations**

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: Prop 64 PH&S Cohort 2 Request for Proposal and Attachment 2: Grant Proposal/Application for Funding, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

#### **C. Permits and Licenses**

Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

### **3. POTENTIAL SUBCONTRACTORS**

- A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.
- B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
- C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the Prop 64 PH&S Grant Cohort 2 RFP and described in Appendix B.
- D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

## **EXHIBIT D: SPECIAL TERMS AND CONDITIONS**

### **1) Books and Records**

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

### **2) Access to Books and Records**

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

## **4. PROJECT ACCESS**

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant period.

## **5. ACCOUNTING AND AUDIT REQUIREMENTS**

- A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.
- B. Grantees are required to provide the BSCC with a financial audit within no later than the end of the contract term (October 31, 2023). The financial audit shall be performed by a Certified Public Accountant or a participating county or city auditor that is organizationally independent from the participating county or city's project financial management functions. Expenses for this final audit may be reimbursed for actual costs up to \$25,000.
- C. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.

## **6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT**

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to grantees that have been:

- 1. debarred by any federal, state, or local government entities during the period of debarment; or



## **EXHIBIT D: SPECIAL TERMS AND CONDITIONS**

2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

All Grantees must have on file with the BSCC a completed and signed Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (required as Attachment F of the original Proposal Package).

### **7. MODIFICATIONS**

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in Attachment 1: Prop 64 PH&S Cohort 2 Request for Proposals/Application for Funding, or approved modifications. Changes shall not be implemented by the project until authorized in writing by the BSCC.

### **8. TERMINATION**

- A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breach of this Grant Agreement. Such action or inaction includes but is not limited to:
  - 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
  - 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: Prop 64 PH&S Request for Proposal/Application for Funding, or approved modifications; and
  - 3) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.
- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 9. Settlement of Disputes.

### **9. SETTLEMENT OF DISPUTES**

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Grant Programs Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The

## **EXHIBIT D: SPECIAL TERMS AND CONDITIONS**

BSCC Corrections Planning and Grant Programs Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30-day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.

- B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.
- C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

### **9. UNION ACTIVITIES**

For all agreements, except fixed price contracts of \$50,000 or less, the Grantee acknowledges that applicability of Government Code §§16654 through 16649 to this Grant Agreement and agrees to the following:

- A. No State funds received under the Grant Agreement will be used to assist, promote or deter union organizing.
- B. Grantee will not, for any business conducted under the Grant Agreement, use any State property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the State property is equally available to the general public for holding meetings.
- C. If Grantee incurs costs or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and that Grantee shall provide those records to the Attorney General upon request.

### **10. WAIVER**

The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

**PROPOSITION 64  
PUBLIC HEALTH & SAFETY  
GRANT PROGRAM  
COHORT 2**

**PROPOSAL PACKAGE  
Cover Sheet**

Submitted by: The City of Los Angeles

Date Submitted to the BSCC: January 29, 2021

## PROPOSITION 64 PUBLIC HEALTH & SAFETY GRANT PROGRAM: PROPOSAL CHECKLIST

A complete proposal package for funding under the Proposition 64 PH&S Grant Program must contain the following items:

	Required Items:	✓
1	Cover Sheet (previous page)	<input type="checkbox"/>
2	Proposition 64 PH&S Grant Program Proposal Checklist <ul style="list-style-type: none"> <li>Originally signed in blue ink by the authorized signatory (e-signatures are acceptable)</li> </ul>	<input type="checkbox"/>
3	Applicant Information Form <ul style="list-style-type: none"> <li>Originally signed in blue ink by the authorized signatory (e-signatures are acceptable)</li> </ul>	<input type="checkbox"/>
4	Proposal Abstract <ul style="list-style-type: none"> <li>No more than one (1) page</li> </ul>	<input type="checkbox"/>
5	Proposal Narrative to include Project Need, Project Description, Project Evaluation Sections <ul style="list-style-type: none"> <li>No more than eight (8) pages</li> </ul>	<input type="checkbox"/>
6	Project Work Plan <ul style="list-style-type: none"> <li>No more than 2 pages using the template provided (see Appendix L for instructions)</li> </ul>	<input type="checkbox"/>
7	Budget Information (Budget Table & Narrative) <ul style="list-style-type: none"> <li>Use BSCC templates provided</li> <li>Budget Narrative must be no more than four (4) pages</li> </ul>	<input type="checkbox"/>
8	Additional Request for Proposals Information, if applicable <ul style="list-style-type: none"> <li>No more than two (2) pages</li> </ul>	<input type="checkbox"/> N/A
9	Letter(s) of Commitment	<input type="checkbox"/>
10	Letter of Eligibility (see Appendix B)	<input type="checkbox"/>
11	Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Appendix F) <ul style="list-style-type: none"> <li>Originally signed in blue ink by the authorized signatory (e-signatures are acceptable)</li> </ul>	<input type="checkbox"/>
12	Criteria for Non-Governmental Organizations Receiving Proposition 64 Public Health and Safety Grant Funds (Appendix K) <ul style="list-style-type: none"> <li>Originally signed in blue ink by the authorized signatory (e-signatures are acceptable)</li> </ul>	<input type="checkbox"/> N/A
	Optional:	
13	Governing Board Resolution (Appendix E) <i>Note: The Governing Board Resolution is due prior to contract execution but is <u>not</u> required at the time of proposal submission.</i>	<input type="checkbox"/>

**I have reviewed this checklist and verified that all required items are included in this proposal packet.**

X

*Cat Packer*

Applicant Authorized Signature (Blue Ink Only or E-signature) (see Applicant Information Form, Part O, next page)


**\*\*\*ATTACHMENTS OTHER THAN THOSE LISTED ABOVE OR MORE THAN THE  
ALLOWED PAGE LIMIT WILL NOT BE CONSIDERED\*\*\***

## Proposition 64 Public Health & Safety Grant Program Applicant Information Form

<b>A. APPLICANT: City of &lt;Name&gt; <u>or</u> &lt;Name&gt; County</b>		<b>B. TAX IDENTIFICATION NUMBER:</b>	
NAME OF APPLICANT City of Los Angeles Department of Cannabis Regulation		TAX IDENTIFICATION # 95-6000735	
STREET ADDRESS 221 North Figueroa St., Suite 1245	CITY Los Angeles	STATE CA	ZIP CODE 90012
MAILING ADDRESS (if different) SUPRA	CITY	STATE	ZIP CODE
<b>C. PROJECT TITLE:</b>	City of Los Angeles Cannabis Progressive Enforcement and Public Information Campaign		
<b>D. PROJECT SUMMARY (100-150 words):</b>	<b>E. GRANT FUNDS REQUESTED:</b>	\$ 1,000,000.00	
Develop a public information campaign (PIC) to inform the general public of the risks associated within products sold and distributed by unauthorized operators to reduce the demand for unregulated cannabis products. In partnership with an educational institution, conduct a robust analysis of enforcement-related data to study racial disparity with the goal of identifying, assessing and eliminating any disparities that may exist within the City's existing enforcement efforts.			
<b>F. PROJECT PURPOSE AREA 1- YOUTH DEVELOPMENT/YOUTH PREVENTION &amp; INTERVENTION (MANDATORY): Must be at least 10% of the amount in Section E</b>			\$ 100,000.00
<b>G. PROJECT PURPOSE AREAS 2, 3, &amp; 4 (In addition to PPA 1, check all that apply for the proposed project)</b>			
<input checked="" type="checkbox"/> PPA 2: Public Health <input checked="" type="checkbox"/> PPA 3: Public Safety <input type="checkbox"/> PPA 4: Environmental Impact			
<b>H. LEAD PUBLIC AGENCY:</b>		The City of Los Angeles Department of Cannabis Regulation	
<b>I. PROJECT DIRECTOR:</b>			
NAME Rocky Wiles	TITLE Compliance & Operations Manager	DEPARTMENT/AGENCY Department of Cannabis Regulation	
STREET ADDRESS 221 North Figueroa St., Suite 1245		CITY Los Angeles	
STATE CA	ZIP CODE 90012	TELEPHONE NUMBER (213) 978-7176	
EMAIL ADDRESS rocky.wiles@lacity.org			
<b>J. FINANCIAL OFFICER:</b>			
NAME Olanrewaju Abiose	TITLE Sr. Accountant	DEPARTMENT/AGENCY Department of Cannabis Regulation	
STREET ADDRESS 221 North Figueroa St., Suite 1245		CITY Los Angeles	
STATE CA	ZIP CODE 90012	TELEPHONE NUMBER (213) 847-3529	
EMAIL ADDRESS olanrewaju.abiose@lacity.org			
PAYMENT MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE

K. DAY-TO-DAY PROGRAM CONTACT:		
NAME Jeff Cranmer	TITLE Management Assistant	DEPARTMENT/AGENCY Department of Cannabis Regulation
STREET ADDRESS 221 N. Figueroa Street, Suite 1245		CITY Los Angeles
STATE CA	ZIP CODE 90012	TELEPHONE NUMBER (213) 473-7480
EMAIL ADDRESS jeff.cranmer@lacity.org		

L. DAY-TO-DAY FISCAL CONTACT:		
NAME Olanrewaju Abiose	TITLE Sr. Accountant	DEPARTMENT/AGENCY Department of Cannabis Regulation
STREET ADDRESS 221 N. Figueroa Street, Suite 1245		CITY Los Angeles
STATE CA	ZIP CODE 90012	TELEPHONE NUMBER (818) 307-4877
EMAIL ADDRESS olanrewaju.abiose@lacity.org		

M. AUTHORIZED SIGNATURE*:			
By signing this application, I hereby certify I am vested by the Applicant with the authority to enter into contract with the BSCC, and the grantee and any subcontractors will abide by the laws, policies, and procedures governing this funding.			
NAME OF AUTHORIZED OFFICER Cat Packer	TITLE Executive Director	TELEPHONE NUMBER (213) 978-0738	
STREET ADDRESS 201 N. Figueroa Street, Suite 1245	CITY Los Angeles	STATE CA	ZIP CODE 90012
EMAIL ADDRESS cat.packer@lacity.org			
SIGNATURE (Blue Ink Only or E-signature) 			DATE January 28, 2021

\* Authorized Signature: Must be a representative with the authority to sign documents and obligate the applicant.

## **Proposition 64 Public Health & Safety Grant Program Request for Proposals Document**

### **Proposal Abstract**

In accommodation of the passage of the Control, Regulate, and Tax Adult Use of Marijuana Act (AUMA) in 2016, the City of Los Angeles created the Department of Cannabis Regulation (DCR) in 2017 to oversee the newly created local commercial cannabis market. It is in this role that DCR, if awarded grant funding, will implement a public information campaign intended to educate minors about the dangers of consuming cannabis. The campaign will also inform cannabis consumers within the City in general about the dangers associated with using cannabis products purchased from the unlicensed market. Additionally, grant funds will be used to support LAPD positions that will coordinate the City's progressive cannabis enforcement strategy and collect enforcement data. This data, along with fostering more efficient enforcement actions and outcomes, will be used by a university or other public research institute to conduct an equity analysis of cannabis enforcement activity in the City to aid in identifying potential lasting enforcement disparities born of the War on Drugs.

## Proposal Narrative

The Proposal Narrative section may not exceed eight (8) pages in totality. See pages 19-20 for corresponding Rating Factors and Criteria.

### 1. Project Need (Percent of Total Value: 25%)

In response to the passage of AUMA in November 2016, the residents of the City of Los Angeles voted to approve Measure M in March 2017, which empowered the City Council to adopt regulations for both medical and adult-use commercial cannabis activity. The City Council then created the Department of Cannabis Regulation (DCR) in July 2017 to oversee and administer the City's cannabis laws and rules and regulations.

On January 1, 2018, when AUMA went into effect, the City of Los Angeles became one of world's largest cannabis markets to incorporate a licensing and regulatory program. First to enter into this market were a large number of existing medical marijuana dispensaries (EMMDs) who had previously been granted limited immunity by the City that afforded them certain protections from prosecution but who were not previously affirmatively authorized to operate. Second, were suppliers to the EMMDs, followed by new applicants many of which are participants in the City's Social Equity Program. Despite existing opportunities to enter the legal market and dedicated enforcement efforts from multiple City departments, the illicit market in Los Angeles continues to pose a threat to public health and public safety. The continued proliferation of unlicensed cannabis businesses in the City of LA is an area of increasing concern for Los Angeles residents, businesses and government leaders alike. Sales to minors, armed robberies, the sale of products contaminated with hazardous chemicals, and the destruction of property by fire and/or explosions are just some of the many problems caused by unlicensed activity. While the City has the enforcement and regulatory authority to address the supply side of the unlicensed cannabis market, this authority has recently been decentralized as the City seeks to implement a progressive enforcement strategy that incorporates non-criminal enforcement tools that require regular interagency coordination, and related data collection and analysis. As such the City of Los Angeles, now needs additional and dedicated resources to improve enforcement-related interagency coordination and ensure the City's enforcement resources are working together to collectively and more



efficiently address the challenges of the unlicensed market. Furthermore, as hundreds of additional businesses transition to the licensed market, the City needs additional resources to monitor compliance to ensure licensed operators are complying with all relevant laws and rules and regulations and to investigate criminal activity at these locations when appropriate.

Furthermore, a comprehensive public education campaign is long-overdue in what is often referred to as the world's largest cannabis market. Creating a public information campaign to inform members of the general public, consumers and minors of the risks associated within products sold and distributed by unauthorized operators will serve to reduce aggregate demand for unregulated cannabis products. The public information campaign will also serve to promote youth prevention and promote harm reduction strategies that focus on providing youth accurate and culturally-sensitive information about how to make safe and responsible decisions.

Many stakeholders within the City of Los Angeles seek a comprehensive cannabis enforcement strategy that appropriately addresses the unlicensed and unregulated market, includes a comprehensive public information campaign and outreach effort and seeks to ensure equitable outcomes. Without an improved, coordinated and dedicated effort to address cannabis-related enforcement and compliance between City departments and a comprehensive public information campaign to raise awareness and discourage patronage of the unlicensed market, the City of Los Angeles will continue to be plagued by the harms of both sides of the market -- supply and demand. Furthermore, without these dual efforts the City of Los Angeles' Licensing and Social Equity Programs will also continue to be adversely impacted as their efforts are threatened by those who refuse to adhere to the standards established by both the City of Los Angeles and California.

## **2. Project Description (Percent of Total Value: 50%)**

The project to be funded by the grant award is to be divided into two distinct parts that both supplement and support each other. First, the grant would support a public information campaign to educate the public about the dangers associated with the unlicensed cannabis market. DCR will retain the services of a qualified consultant identified through the City's established RFQ process to aid in the development and administration of a public information campaign (PIC) with multiple targets. The PIC will target minors, cannabis consumers and the general public. The PIC will need to target minors in a manner that promotes both prevention and harm reduction. The PIC will also engage cannabis consumers and members of the public to increase awareness about the harms of the unlicensed market, how to report unlicensed operators and or file cannabis-related complaints within the City of Los Angeles, and how to identify licensed operators. In an effort to ensure equitable inputs and outcomes in the development and implementation of the PIC, particular attention will be paid to the groups identified in the 2019 Los Angeles County Public Health Department Cannabis Health Equity Impact Assessment. This assessment identified areas in the City with significant concentrations of unlicensed dispensary locations and was able to determine customer purchasing habits and demographics. As such, these data indicated communities with a lower income in South Los Angeles would be appropriate targets for the PIC and its related educational material regarding the health and safety dangers associated with the unlicensed market. Second, in an effort to more effectively implement a progressive enforcement strategy between DCR, the Mayor's Office of Public Safety, the Department of Building and Safety, the Department of Water and Power, and other relevant departments, funding provided by this grant would provide additional resources that would allow the Cannabis Support Unit of the Los Angeles Police Department to, under the direction of the Department of Cannabis Regulation, expand its capacity to centralize the coordination, data collection and analysis across all City agencies involved in cannabis-related enforcement against unlicensed commercial cannabis activity and compliance within the City's licensed commercial cannabis market. In addition, LAPD resources will be used to supplement compliance inspections with experienced sworn narcotics division officers when appropriate.

In an effort to ensure equity within the City's cannabis enforcement efforts, funding from this grant would also support a robust analysis of enforcement-related data collected by the Cannabis Support Unit. This data collection and related analysis will also be used to conduct a racial disparity study with the goal of identifying, assessing and eliminating any disparities that may exist within the City's existing enforcement efforts. The Department will partner with Core Faculty member Professor Victor Narro of the Public Interest Law and Policy Program School of Law of the University of California, Los Angeles (UCLA) to conduct this analysis which will serve to inform future equity centered strategies, policies and programs.

### **3. Project Evaluation (Percent of Total Value: 15%)**

As the project being created by the grant funds will be divided among solutions targeting the supply and demand sides of the unlicensed cannabis market, so too will the project's evaluation. The PIC portion of the project will be initially measured with metrics monitored by the vendor selected to develop and implement the program. These may include, but are not limited to, public views of and interactions with collateral material on social media, views of produced media on video hosting websites, amount of collateral material prepared and distributed to schools and afterschool programs, amount of collateral material distributed to licensed dispensaries, and the amount of collateral material distributed to participating community based organizations. The penetration and retention of the PIC messaging can be determined by subsequent surveying of intended target groups at regular intervals by the PIC vendor and regular surveying distributed by the DCR.

Progressive enforcement and related coordination can be monitored through statistics collected by LAPD and aggregated by DCR. Alternative, progressive enforcement options like utility disconnections, premises padlocking, cease and desist letters, are all currently being monitored by LAPD and can continue to be monitored and recorded to capture any potential impact of coordination. Additionally, reports of unlicensed or non-compliant licensed activity can be monitored through both the complaint portal maintained by DCR and through LAPD calls for service to monitor impacts of enforcement coordination. All of these measures can be continually tracked and recorded over large periods of time and can be analyzed with multivariate statistical tools to determine if a meaningful impact occurred resulting from progressive enforcement coordination.

Utilizing data collected and monitored through progressive enforcement coordination efforts will be a key component of formulating an enforcement disparity analysis. By partnering with a public research institute or university, the Department will analyze geographic, arrest, and other enforcement data with multivariate statistical analyses to develop equity-centered enforcement strategies that reduce community harm.

## Prop 64 PH&S Grant Program Request for Proposals Project Work Plan

The Project Work Plan may not exceed two (2) pages. See Appendix L for full instructions.

<b>(1) Goal:</b>	Accept Grant Funding and Retain Partners			
Objectives	A. Accept Grant Funding B. Establish MOU with City Partners C. Development and Release of Procurement			
Project activities that support the identified goal and objectives		Responsible staff/ partners	Timeline	
			Start Date	End Date
<ul style="list-style-type: none"> <li>- City staff will prepare a transmittal, and obtain City Committee review and City Council acceptance of grant award.</li> <li>- City staff will work with the City Attorney's Office to draft and execute an MOU between the City Cannabis Department and the Los Angeles Police Department (LAPD).</li> <li>- City staff will develop the procurement scope of work for both the data collection &amp; public information campaign procurements and release them both to the public.</li> </ul>		-City Staff/ Cannabis team -LAPD -City Attorney	5/1/ 2021	11/1/ 2021
<b>(2) Goal:</b>	Prepare for Program Implementation			
Objectives	A. Execute Contracts B. Contractor Kick-Off Meetings C. Contractor Meeting to discuss Youth Development Component to Public Information Campaign D. Contractor Trainings			
Project activities that support the identified goal and objectives		Responsible staff/ partners	Timeline	
			Start Date	End Date
<ul style="list-style-type: none"> <li>- City staff will draft, negotiate, and execute contracts with both the data collection &amp; public information campaign contractors.</li> <li>- City staff will conduct a kick off meeting with the contractors to develop a project timeline, review City expectations, and discuss goals and objectives.</li> <li>- City staff will work with Contractor to develop a youth development component to the public information campaign. City staff will express its goals and objectives and work with the Contractor to implement said outreach.</li> <li>- City staff will schedule fiscal trainings with Contractors to discuss invoice expectations, discuss grant allowable &amp; disallowable costs, and review program reporting requirements.</li> </ul>		-City Staff/ Cannabis team -LAPD -City Attorney -Contractors -Research Partner(s)	11/1 2021	5/1 2022

<b>(3) Goal:</b>	Implement Program			
Objectives	A. Implement Public Information Campaign B. Coordinate Implementation of a Progressive Enforcement Strategy and Related Data Collection C. Conduct and Produce an Equity Analysis			
Project activities that support the identified goal and objectives		Responsible staff/ partners	Timeline	
			Start Date	End Date
<ul style="list-style-type: none"> <li>- City staff oversee Contractor activity as they implement the Public Information Campaign to ensure youth outreach and other reporting metrics are met.</li> <li>- Implement coordination of the Progressive Cannabis Enforcement Strategy and begin collecting the associated data.</li> <li>- Utilize collected enforcement data to produce an equity analysis. City staff will work with the research partner to produce a final equity analysis examining if enforcement disparity exists in the City.</li> </ul>		-City Staff/ Cannabis team -LAPD -City Attorney -Contractors -Research Partner(s)	5/1/2022	1/31/2024
<b>(4) Goal:</b>	Grant Closeout Activities			
Objectives	A. Complete the terms and conditions of the grant. B. Prepare and submit required local evaluation report and financial audit.			
Project activities that support the identified goal and objectives		Responsible staff/ partners	Timeline	
			Start Date	End Date
<ul style="list-style-type: none"> <li>- Receive summary reports from contractors about effectiveness of the Public Information Campaign, City partners about enforcement activities, and equity analysis from research partners.</li> <li>- Create and submit the local evaluation report.</li> <li>- Work with required 3rd party CPA to produce and submit the program financial audit</li> </ul>		-City Staff/ Cannabis team -LAPD -City Attorney -Contractors -Research Partner(s)	2/1/2024	10/31/2024

**Prop 64  
Budget Table**

<b>PROPOSED BUDGET LINE ITEMS</b>	<b>GRANT FUNDS REQUESTED</b>	<b>GRANT FUNDS PROPOSED FOR PPA1</b>
1. Salaries & Benefits	\$ <b>53,500</b>	\$ 0.0
1.1a. Fiscal	\$ 19,038	
1.1b. Fiscal Fringe	\$ 7,712	
1.2a. Program Manager	\$ 19,038	
1.2b. Program Manager Fringe	\$ 7,712	
2. Services & Supplies	\$ <b>1,000</b>	\$ 0.0
2.1 Toner/Paper	\$ 200	
2.2 Phone/Internet Services	\$ 800	
3. Professional Services	\$ <b>844,500</b>	\$ 100,000
3.1 Los Angeles Police Department	\$ <b>350,000</b>	
3.1a. LAPD Detective (D3) Backfill & OT	\$ 203,820	
3.1b. LAPD Detective (D3) Fringe	\$ 146,180	
3.2 Public Information Campaign	\$ <b>494,500</b>	
4. Non-Governmental Organizations (NGO)	\$ 0.0	\$ 0.0
5. Indirect Cost/ Administrative Overhead	\$ 0.0	\$ 0.0
6. Equipment/ Fixed Assets	\$ 0.0	\$ 0.0
7. Data Collection/ Enhancement	<b>100,000</b>	\$ 0.0
8. Program Evaluation	\$ 0.0	\$ 0.0
9. Sustainability Planning	\$ 0.0	\$ 0.0
10. Other (including travel & training costs)	<b>1,000</b>	\$ 0.0
11. Financial Audit	\$ 0.0	\$ 0.0
<b>TOTAL</b>	<b>\$ 1,000,000</b>	<b>\$ 100,000</b>

## Proposal Budget Narrative

The City of Los Angeles has developed a robust plan with a calculated and precise budget, to execute program goals and objectives.

### 1. Salaries and Benefits (Total: \$53,500)

**The Program Manager (Management Analyst) (.0073% x \$72,182.16/yr x 36mo. = \$19,037.79)** will serve as the central point of contact for all project activities and will ensure compliance with program requirements. He/She will dedicate their time in the following capacities: work with the technical assistance providers to provide services in furtherance of the program; data collection and other protocols as needed; perform grant reporting and administration; coordinate involvement of MOU partners; etc. The individual assists with administrative duties including executing contracts, gathering data for progress reports, and reviewing reimbursement requests associated with the grant.

**The Accountant (Senior Accountant) (.0067% x \$78,446.16/yr x 36mo. = \$19,037.79)** will conduct all financial transactions and reporting associated with managing the grant. He/She will dedicate their time in the following capacities: setting up the necessary accounts, reviewing all invoices, processing payments, completing the financial reporting requirements for the grantor and completing associated financial monitoring of the grant.

**TOTAL PERSONNEL = \$38,075.58**

### Fringe Benefits:

The City of Los Angeles Mayor's Office CAP Rate is 40.51%. The City is requesting fringe benefits for the Program Director and the Accountant.

**Project Director (Management Analyst) .4051\*\$19,037.79 = \$7,712.21**

**Accountant (Senior Accountant) .4051\*\$19,037.79 = \$7,712.21**

**TOTAL FRINGE BENEFITS = \$15,424.42**



## **2. Services and Supplies (Total: \$1,000)**

During the course of the grant program, the Project Manager will need access to standard office supplies, such as paper, printer toner for program related purposes. Additionally, the Program Manager will need phone and internet services to be accessible at all times.

**Toner/ Paper \$5.55/mo. x 36 months = \$200**

**Phone/Internet Service \$22.22/mo. x 36 months = \$800**

## **3. Professional Services (Total: \$844,500)**

**The Los Angeles Police Department (LAPD)** is collaborating with The City of Los Angeles Department of Cannabis Regulation (DCR) to support compliance inspections with experienced sworn narcotics division officers, as well as provide progressive enforcement, and gathering data tracking cannabis related issues, such as utility disconnections, premises padlocking, cease and desist letters. Additionally, LAPD's data collection will include monitoring calls for service of enforcement coordination; measuring data over large periods of time, through multivariate statistical tools, which will determine if a meaningful impact occurred resulting from progressive enforcement coordination.

**Los Angeles Police Department = \$350,000.00**

**The Public Information Campaign Consultant** will serve to educate the public about the dangers associated with the unlicensed cannabis market. The DCR will retain the services of a qualified consultant to aid in the development and administration of a public information campaign (PIC) with multiple targets. The PIC will target minors, cannabis consumers and the general public.

**Public Information Campaign Consultant = \$495,500.00**

#### **4. Data Collection and Enhancement (Total: \$100,000)**

The City of Los Angeles will work with a Public Research Institute/University which will analyse data gathered by LAPD through it's progressive enforcement coordination efforts. By partnering with a public research institute or university, the DCR and the LAPD will analyze geographic, arrest, and other enforcement data with multivariate statistical analyses to develop equity-centered enforcement strategies that reduce community harm.

**Public Research Institute/University = \$100,000**

#### **5. Other: Travel & Training Costs (Total: \$1,000)**

A travel and training budget will assist with future training opportunities and associated lodging, transportation and per diem for City staff.

**Travel & Training = \$1,000**

# LOS ANGELES POLICE DEPARTMENT



**MICHEL R. MOORE**  
Chief of Police

**ERIC GARCETTI**  
Mayor

P.O. Box 30158  
Los Angeles, CA 90030  
Telephone: (213) 486-0150  
TTY: (877) 275-5273  
Ref #: 1.1

January 27, 2021

Board of State and Community Corrections  
Corrections Planning and Grant Programs Division  
2590 Venture Oaks Way, Suite 200  
Sacramento, CA 95833

To whom it may concern:

I am writing to express support for the City of Los Angeles application for the Proposition 64 Public Health and Safety Grant, and the use of these funds to support a safer and more equitable City.

This grant will provide much needed funds to assist the City of Los Angeles Department of Cannabis Regulation (DCR) in identifying and eradicating illegal cannabis operations within the City of Los Angeles. The DCR will work in partnership with the Los Angeles Police Department's Cannabis Support Unit (CSU) in researching, identifying, and taking appropriate enforcement action at unlicensed cannabis operations across the City. Additionally, the DCR and CSU will work in a collaborative effort with the various City of Los Angeles Departments, including the Department of Water and Power, Department of Building and Safety, and the Fire Department to address a variety of associated issues.

This grant will allow the DCR to implement a public safety information campaign with components dedicated to educating the public on how to identify and report an unlicensed cannabis operator to the appropriate authorities. This planned inclusion of the public is critical to any successful enforcement strategy and will help magnify the effectiveness of the coordinated and progressive enforcement strategy.

Thank you again for your consideration of this request.

Respectfully,

A handwritten signature in dark ink, appearing to be "MRM", is written over a large, stylized number "6".

**MICHEL R. MOORE**  
Chief of Police



ERIC GARCETTI  
MAYOR

January 27, 2021

Board of State and Community Corrections  
Attn: Corrections Planning and Grant Programs Division  
2590 Venture Oaks Way, Suite 200  
Sacramento, CA 95833

To Whom It May Concern:

I am writing to express support for the City of Los Angeles application for Proposition 64 Public Health and Safety Grant Program Application in Cohort 2. The proposed use of this grant demonstrates a commitment from the City to engage in responsible and equitable legal cannabis market development by supporting a progressive cannabis enforcement strategy that minimizes the illicit market and prioritizes effective, evidence-based enforcement actions.

The regulation of cannabis touches upon numerous facets of almost every policy arena in the City, making responsible and equitable enforcement of the City's cannabis policies and procedures a critical aspect of effective market regulation. The projects funded by this grant will ensure consumers are made aware of the dangers associated with products purchased from the illicit market, and help them to identify licensed retailers who are safe to patronize. Additionally, these funds will assist in supporting an LAPD position to centralize progressive enforcement coordination efforts among the city departments charged with cannabis enforcement. This coordination is vital to the establishment of the adult-use cannabis market to protect residents from the dangers associated with the unlicensed market.

On behalf of the City of Los Angeles, I am committed to supporting this proposal and the necessary services it will help to provide. This project is vital to creating an equitable and

Board of State and Community Corrections

January 27, 2021

Page 2 of 2

safe adult-use cannabis market in the City and will also help consumers make choices that foster public health and safety.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "E. Garcetti", followed by a horizontal line and a small mark.

ERIC GARCETTI  
Mayor

To Whom it May Concern,

As an applicant, our jurisdiction does not ban:

- The indoor commercial cultivation of cannabis as described in Chapter 10, Article 4, of the Los Angeles Municipal code enacted on December 19, 2017.
- The establishment of businesses licensed under Division 10 of the Business and Professions Code as demonstrated in Chapter 10, Article 4 of the Los Angeles Municipal Code enacted on December 19, 2017.
- The operation of businesses licensed under Division 10 of the Business and Professions Code as demonstrated in Chapter 10, Article 4 of the Los Angeles Municipal Code enacted on December 19, 2017.

Documentation that the City of Los Angeles has not banned the indoor cultivation or the manufacture, distribution, and sale of commercial cannabis can be provided to the BSCC upon request.

<b>AUTHORIZED SIGNATURE</b> (This document must be signed by the person who is authorized to sign the Grant Agreement.)		
NAME OF AUTHORIZED OFFICER: Cat Packer		TITLE: Executive Director
STREET ADDRESS: 221 North Figueroa Street, Suite 1245		
CITY: Los Angeles	STATE: CA	ZIP CODE: 90012
TELEPHONE NUMBER: (213) 978-0738	EMAIL ADDRESS: <a href="mailto:cat.packer@lacity.org">cat.packer@lacity.org</a>	
AUTHORIZED OFFICER SIGNATURE (Blue Ink Only or E-signature) X <i>Cat Packer</i>		DATE  January 29, 2021

## APPENDIX F

### Certification of Compliance with BSCC Policies Regarding Debarment, Fraud, Theft, and Embezzlement

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to applicants that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

By checking the following boxes and signing below, applicant affirms that:

- ☒ I/We are not currently debarred by any federal, state, or local entity from applying for or receiving federal, state, or local grant funds.
- ☒ I/We have not been convicted of any crime involving theft, fraud, or embezzlement of federal, state, or local grant funds within the last three years. We will notify the BSCC should such debarment or conviction occur during the term of the Grant contract.
- ☒ I/We will hold subgrantees and subcontractors to these same requirements.

A grantee may make a request in writing to the Executive Director of the BSCC for an exception to the debarment policy. Any determination made by the Executive Director shall be made in writing.

<b>AUTHORIZED SIGNATURE</b> <small>(This document must be signed by the person who is authorized to sign the Grant Agreement.)</small>			
NAME OF AUTHORIZED OFFICER <b>Cat Packer</b>	TITLE <b>Executive Director</b>	TELEPHONE NUMBER	
STREET ADDRESS <b>221 North Figueroa St., Suite 1245</b>	CITY <b>Los Angeles</b>	STATE <b>CA</b>	ZIP CODE <b>90012</b>
EMAIL ADDRESS <b>cat.packer@lacity.org</b>			
AUTHORIZED OFFICER SIGNATURE ((Blue Ink Only or E-signature)) <b>x Cat Packer</b>			DATE <b>January 28, 2021</b>

## APPENDIX A: PROP 64 PH&S SCORING PANEL ROSTER

Name, Title	Organization
Gordon Baranco, Chair, BSCC Board Member	Board of State and Community Corrections
Hollie Hall, Consultant, PhD.	Watershed Resource Specialist Humboldt, Trinity, and Mendocino Counties
Tanja Heitman, Chief Probation Officer	Santa Barbara County
Amy Irani, Director	Environmental Health Nevada County
Shannan Moon, Sheriff	Nevada County
Dave Nielsen, Retired Division/Policy Chief	CA Department Alcohol & Drug Programs, CA Department of Mental Health
Michael Salvador, Police Chief	City of Atwater
Jon Heredia, Chief Legal Officer Adjunct Professor of Cannabis Law	Chief Legal Officer Mirage Medicinal Golden Gate University School of Law
Miranda Rivers, Director of Operations	Trees of Knowledge
Miamah Reed, Youth Services Specialist	Sacramento Unified School District